

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

2004 FEB -6 PM 1:31

U.S. DISTRICT COURT
DISTRICT OF MASSACHUSETTS

NATIONAL MEDICAL CARE, INC.,)	
Plaintiff,)	
)	
v.)	
)	
UNITED SYSTEMS INTEGRATORS)	
CORPORATION and USI REAL ESTATE)	
BROKERAGE SERVICES, INC.,)	Civil Action No.: 1:03-cv-12632-PBS
Defendants,)	
)	
and)	
)	
REAL ESTATE BROKERAGE)	
SERVICES, INC.,)	
Third-Party Defendant.)	
)	

EMERGENCY JOINT MOTION TO RECONSIDER
MOTION TO CONTINUE SCHEDULING CONFERENCE

The Plaintiff and the Defendants (collectively, the "Parties") previously moved the Court, pursuant to Local Rule 7.1, to continue the Scheduling Conference presently set for February 9, 2004 for 30 days. The Parties received ECF notice today that their joint motion was denied. The Parties hereby move the Court to reconsider its decision and to continue the Scheduling Conference for at least a few days so that the Parties may conduct a settlement conference that they have scheduled for February 9, 2004 at 1:00 p.m.

As grounds for this Motion, the Parties state as follows:

1. In accordance with the requirements and spirit of Local Rule 16.1 the representatives of the Parties and the attorneys representing them in this civil action have

scheduled a meeting to discuss settlement. The meeting is scheduled to take place in Boston at the offices of Hanify & King at 1:00 p.m. Representatives of the Defendants and Plaintiffs-in-counterclaim are traveling from Connecticut to attend the meeting.

2. The case involves a dispute over a written contract pursuant to which the Defendants agreed to provide the Plaintiff with certain real estate services related to real estates leases to which the Plaintiff is a party. The Plaintiff operates more than one thousand kidney dialysis centers throughout the country and the real estate services provided by the Defendants are related to the leases for those centers. Both the Plaintiff and the Defendants allege that they are owed money as a consequence of breaches of the agreement by the other party.

3. The Parties are preparing detailed settlement proposals that they are going to exchange prior to their meeting on February 9th. Because there are more than one thousand real estate leases impacted by the agreement between the parties, the “accounting” of the amounts owed and the corresponding settlement demands are complex and the parties expect that they will require several hours to explain their positions in detail.

4. The Parties believe that unless very carefully managed discovery in this matter could become protracted because there are so many lease transactions involved. Consequently, the Parties have determined that it would be in all of their interests to continue to pursue settlement or at least to narrow the issues of dispute of this action before attempting to craft a discovery plan that would provide necessary discovery without creating unnecessary burdens for the Parties.

5. Granting this motion would not prejudice any party to this action and would conserve judicial resources.

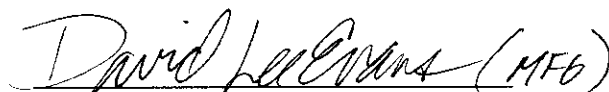
6. Should the Court decide that a thirty day extension is not appropriate, the Parties would ask for the Court's indulgence to continue the Scheduling Conference for at least a few days so that the settlement meeting scheduled for February 9th can go forward.

WHEREFORE, the Parties hereby request that the Scheduling Conference in this matter be continued for thirty days or such shorter time as the Court deems appropriate.

Respectfully submitted,

NATIONAL MEDICAL CARE, INC.

By its attorneys,



John D. Hanify (BBO #219880)

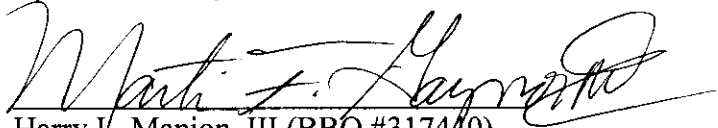
David Lee Evans (BBO #156695)

Todd A. Newman (BBO #629614)

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UNITED SYSTEMS INTEGRATORS CORPORATION
USI REAL ESTATE BROKERAGE SERVICES, INC.

By their attorneys,



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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon the attorney of record for each other party by ~~mail~~ hand on 2-6-04

